



JON RUBIN, CHAIR
San Francisco Mayor's Appointee

September 24, 2010

JOHN McLEMORE, VICE CHAIR
Cities of Santa Clara County

**REQUEST FOR QUALIFICATIONS
FOR ON-CALL CONSTRUCTION MANAGEMENT
AND ON-CALL DESIGN SERVICES**

TOM AMMIANO
City and County of San Francisco

IRMA L. ANDERSON
Cities of Contra Costa County

Dear Consultant:

TOM AZUMBRADO
U.S. Department of Housing
and Urban Development

The Bay Area Toll Authority ("BATA") invites your firm to submit a Statement of Qualifications (SOQ) to provide on-call project and construction management and engineering design services for various capital improvements, and other projects sponsored by BATA, the Metropolitan Transportation Commission (MTC), and the Service Authority for Freeway and Expressways (SAFE).

JAMES T. BEALL JR.
Santa Clara County

BOB BLANCHARD
Sonoma County and Cities

MARK DESAULNIER
Contra Costa County

The project is divided into two parts and this Request for Qualifications (RFQ) is intended to:

BILL DODD
Napa County and Cities

Part 1 - Select a pool of firms to perform on-call construction management services described herein; and

DORENE M. GIACOPINI
U.S. Department of Transportation

Part 2 - Select a pool of firms to perform on-call design services described herein.

SCOTT HAGGERTY
Alameda County

At its discretion, BATA may establish qualified pools of firms for specific subcategories or areas of expertise related to both construction management and design services.

ANNE W. HALSTED
San Francisco Bay Conservation
and Development Commission

STEVE KINSEY
Marin County and Cities

Proposers shall have the option to submit proposals: for 1) part 1 of the Preliminary Scope of Work only; 2) one of more area's of expertise listed in part 2 of the Preliminary Scope of Work only; or 3) for both part 1 and part 2 of the Preliminary Scope of Work. The Preliminary Scopes of Work for part 1 and part 2 of the project are included in *Appendix A, On-Call Construction Management Services*, and *Appendix A-1, On-Call Design Services*, respectively.

SUE LEMPERT
Cities of San Mateo County

BIJAN SARTIPI
State Business, Transportation
and Housing Agency

JAMES P. SPERING
Solano County and Cities

ADRIENNE J. TISSIER
San Mateo County

PAMELA TORLIATT
Association of Bay Area Governments

All work to be assigned under this RFQ will be initiated by task order. Once the pools of qualified firms are established, BATA will select the construction management and design firms to provide the required on-call services based on the nature of the work, expertise and availability of the firms and staff of those firms. This letter, together with its enclosures, comprises the RFQ for this project. Responses to the RFQ should be submitted according to the instructions outlined herein.

SHELIA YOUNG
Cities of Alameda County

JOSEPH P. BORT METROCENTER | 101 EIGHTH STREET | OAKLAND, CA 94607-4700

TEL 510.817.5700 | TTY/TDD 510.817.5769 | FAX 510.817.5848 | E-MAIL info@mtc.ca.gov | WEB www.mtc.ca.gov

STEVE HEMINGER
Executive Director

ANDREW B. FREMIER
Deputy Executive Director

Statement of Qualifications Due Date

Interested firms must submit an original and five (5) hard copies of their SOQs no later than **4:00 p.m., Friday, October 22, 2010**. Proposals received after that date and time will not be considered. The submission of an SOQ will be considered a firm offer to enter into a contract and perform the work described in this RFQ for a period of one hundred twenty (120) days from its submission.

Bidders Conference

The bidders' conference will be held at 2:00 p.m. on October 7, 2010 in the Joseph P. Bort MetroCenter Building, 101 8th Street, 3rd Floor, Oakland CA in the Claremont Conference Room. All attendees must sign in with receptionist, on third floor, prior to conference.

BATA Point of Contact

Proposals and all inquiries relating to this RFQ shall be submitted to the Project Manager at the address shown below. For telephone inquiries, call (510) 817-5892. E-mail inquiries may be directed to sbaker@mtc.ca.gov.

Stephen Baker, Project Manager
Bay Area Toll Authority
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, California 94607-4700

Minimum Qualifications

Part 1 - Construction Management:

In order to be eligible to submit an SOQ, firms must demonstrate to BATA's satisfaction that the firm, a subcontractor, or a key staff member from either the firm submitting an SOQ or a subcontractor who shall be assigned to this project has successfully completed at least three (3) projects in the past ten (10) years related to construction and project management services for bridge, highway, transit and/or building projects.

Part 2 - Design Services:

In order to be eligible to submit an SOQ, firms must demonstrate to BATA's satisfaction that the firm, a subcontractor, or a key staff member from either the firm submitting an SOQ or a subcontractor who shall be assigned to this project have successfully completed at least three (3) projects in the past ten (10) years related to design of bridge, highway, transit and/or building projects.

Background

BATA was established in January 1998 as the entity responsible for programming, administering and allocating the revenue generated by the tolls on the California Department of Transportation (Caltrans) seven state-owned Bay Area toll bridges (Antioch, Benicia-Martinez, Carquinez, Richmond-San Rafael, Dumbarton, San-Mateo Hayward, and the San Francisco-Oakland Bay Bridge). The Metropolitan Transportation Commission (MTC) — the transportation planning,

financing and coordinating agency for the nine-county region — was designated to serve as BATA's policy board and to staff the toll authority. Under legislation, Caltrans retains ownership and operational management of the bridges.

The services to be provided under this RFQ will include design and construction management services for capital improvement projects. The types of activities would include, but not limited to, project design and management, schedule management, budget and invoice analysis and management, inspection services, and reporting for an array of bridge, highway, transit, and Intelligent Transportation System (ITS) projects. In general, capital projects will be funded and administered by BATA, MTC, SAFE and/or Caltrans.

Should Consultants choose to form teams to respond to this RFQ, BATA encourages only forming teams should the team members and their respective disciplines naturally support one another in the completion of specific tasks stated in *Appendix A, Preliminary Scope of Work*. In such case, one team member must submit the SOQ and serve as the prime contractor. The other team member will be subcontractors to the prime contractor. BATA anticipates selecting consultants or consultant teams from the prequalified pool to work cooperatively on specific task orders throughout the course of the contract.

Areas of Consultant Expertise

Specific areas of expertise BATA seeks include but are not limited to:

- Experience in electrical, Information Technology (IT), traffic, geotechnical, landscape, and general design services.
- Experience in construction management.

Scope of Work, Schedule and Budget

The Preliminary Scope of Work for construction management is set out in *Appendix A – Part 1*, and the Preliminary Scope of Work for design services is set out in *Appendix A – Part 2*. These appendices describe the specific tasks and deliverables under this RFQ. BATA intends to enter into contracts with the selected firm(s) for the two-year term of November 2010 through December 2012. At BATA's sole option, the contract(s) may be renewed for up to two (2) additional one (1) year terms. The estimated total budget for the contracts has not been determined at this time. While it is anticipated that all firms receiving a contract will receive task order work, BATA cannot guarantee this will be the case. Consequently, the resulting contracts will not commit BATA to awarding task order work to the selected firms.

Evaluation Factors

BATA staff will conduct an initial screening of all SOQs received by the above deadline to determine whether the Minimum Qualifications, listed in Section I.B have been met. The SOQs of firms who meet Minimum Qualifications will then be reviewed by an evaluation panel as per Section IV, Qualifications Evaluation.

Pre-Proposal Questions and Exceptions

Any requests for clarification or questions regarding RFQ requirements, or requests for exceptions to or modifications of RFQ provisions, must be received by BATA no later than 4:00

p.m., Friday, October 15, 2010 listed below to guarantee response or consideration. Proposers are required to submit such requests on the form provided in *Appendix D, Requests for Exceptions or Modifications*. Contact the BATA Contract Specialist for an electronic copy of *Appendix D*.

Any addenda released for this RFQ and responses to questions will be published on BATA's website at www.mtc.ca.gov/jobs. No e-mail transmissions of any addenda will be provided. The Proposer is responsible to check the website for any addenda and responses to questions released.

Consultant Selection Timetable

2:00 p.m., Thursday, October 7, 2010	Pre Proposal Meeting Conference, in the Joseph P. Bort Metro Center Building, 101 8th Street, 3rd Floor, Oakland, in the Claremont Conference Room.
4:00 p.m., Friday, October 15, 2010	Closing date for receipt of requests for clarification or exceptions to, or modifications of RFQ requirements
No later than one (1) week prior to the date SOQ's are due	Closing date for protest of RFQ requirements
4:00 p.m., Friday, October 22, 2010	Closing date and time for receipt of proposals
Week of November 15, 2010	Interviews (if conducted)
Wednesday, December 8, 2010	Recommendation of award to BATA Oversight Committee
January, 2010 (approximate)	Contract Execution

General Conditions

Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt.

A synopsis of BATA contract provisions is enclosed for your reference as *Appendix C*.

BATA reserves the right in its sole discretion not to enter into any contract as a result of this SOQ. Placement in the pool of qualified firms to perform individual, as yet unspecified construction management or design projects, does not guarantee a firm will be contacted or awarded any projects. BATA reserves the right in its sole discretion to determine which Consultant's or Consultant team's qualifications, experience, available resources and ability to perform the required services best suit each project. Further, BATA reserves the right in its sole discretion to hold mini-procurements among pool firms or to directly award task order work to any one firm.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix C-1, Insurance Requirements*. Consultant agrees to

provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix C-1, Insurance Requirements*, within five (5) days of BATA's notice to the firm that it has been selected for the pool. Any objections to the insurance requirements must be brought to BATA's attention by the deadline specified above for requests for clarification or exceptions to RFQ requirements. If such objections are not brought to BATA's attention by such due date, BATA is entitled to assume agreement.

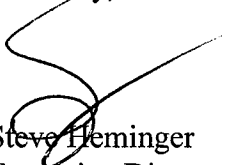
As this project may be funded, in part, with federal funds, the resulting contracts may be subject to the federally required provisions included in *Appendix G - Department of Transportation Requirements*.

Authority to Commit BATA

The Executive Director will provide a recommendation for on-call construction management and on-call design services Consultants to the BATA Oversight Committee, which will commit BATA to the expenditure of funds in connection with this RFQ. Task Order work for MTC and MTC SAFE are subject to separate approvals by the Executive Director and the Administration and/or Operating Committee.

Thank you for your participation.

Sincerely,



Steve Heminger
Executive Director, BATA

AF: RMc/SB

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REQUEST FOR QUALIFICATIONS

to the

BAY AREA TOLL AUTHORITY

ON-CALL CONSTRUCTION MANAGEMENT
AND
ON-CALL DESIGN SERVICES

September 24, 2010

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. PURPOSE, PROJECT DESCRIPTION & MINIMUM QUALIFICATIONS

A. Purpose

The services to be provided under this RFQ will include design and construction management services for capital improvement and other projects. The types of activities may include, but are not limited to, project design and management, schedule management, budget and invoice analysis and management, inspection services, and reporting for an array of bridge, highway, transit, facility, and Intelligent Transportation System (ITS) projects. In general, the projects may be funded and administered by BATA, MTC, SAFE and/or Caltrans. The design and construction management services for the capital improvement projects are expected to begin in November 2010 and be completed by December 2012.

B. Minimum Qualifications

Part 1 - Construction Management:

In order to be eligible to submit an SOQ, firms must demonstrate to BATA's satisfaction that the firm, a subcontractor, or a key staff member from either the firm submitting an SOQ or a subcontractor who shall be assigned to this project has successfully completed at least three (3) projects in the past ten (10) years related to construction and project management services for bridge, highway, transit and/or building projects.

Part 2 - Design Services:

In order to be eligible to submit an SOQ, firms must demonstrate to BATA's satisfaction that the firm, a subcontractor, or a key staff member from either the firm submitting an SOQ or a subcontractor who shall be assigned to this project have successfully completed at least three (3) projects in the past ten (10) years related to design of bridge, highway, transit and/or building projects.

C. Areas of Consultant Expertise

Specific areas of expertise BATA seeks include but are not limited to:

- Experience in electrical, Information Technology (IT), traffic, geotechnical, landscape, and general design.
- Experience in construction management.

II. SCOPE OF WORK, SCHEDULE AND BUDGET

A summary of anticipated work tasks for the project is provided in *Appendix A, Preliminary Scope of Work*, which includes tasks that illustrate the type of assistance that may be requested of one or more firms or teams. All work will be assigned pursuant to BATA, MTC, or MTC SAFE-initiated task orders. Payment for task orders may be deliverables-based or time and materials, as determined by the BATA Project Manager. A sample task order form is attached hereto as part of *Appendix F, Sample Task Order*.

Each Task Order will include a specific scope of work based on the areas identified in *Appendix A, Preliminary Scope of Work*. BATA reserves the right in its sole discretion to determine which panel consultant's qualifications, experience, available resources and ability to perform according to the required schedule best suit each project. Selection to be on the panel will not necessarily result in award of a task order work.

The total budget for the intended work has not been established. BATA expects the work to commence about December 2010 and to be completed by December 2012. At BATA's sole option, the contract may be extended for two (2) additional one (1) year periods, additional work related to the Preliminary Scope of Work outlined in *Appendix A*.

III. FORM OF PROPOSAL

Firms wishing to provide an SOQ for, on-call construction management services (*Appendix A – Part 1*) should address items 1-7, and 10 below. Firms wishing to provide an SOQ for, on-call design services (*Appendix A – Part 2*) should address items 1, 3, 4, 6, 7, 8, 9, and 10 below. Firms who wish to provide SOQ's for both on-call construction management and design services should address all items below.

Proposers are encouraged to print double-sided copies to save paper.

1. A transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should refer to this RFQ by title and date and should include the name and telephone number of a contact person and a statement that the SOQ is a firm offer to enter into a contract with BATA according to the terms of this RFQ for ninety (90) days following its submission. In addition, the transmittal letter should state whether the firm is submitting an SOQ for: 1) Part 1, Construction Management Services; 2) Part 2, Design Services (identify specific areas of expertise for which firm wishes to be considered); or 3) Parts 1 and 2.
2. A brief company profile and summary of the firm's qualifications in relation to the project and construction management services outlined in *Appendix A, Preliminary Scope of Work*. The company profile should include: a brief history of the firm, office locations, size of the firm, services offered, areas of expertise that are relevant to the aforementioned scope, staffing expertise and availability to work on projects that may be assigned should the firm be selected. The summary of the firm's qualifications should address each of the minimum qualifications described above in Minimum Consultant Qualifications.
3. Descriptions of relevant projects done within the past four (4) years by the firm and description of the key staff involved in the projects. If the SOQ is for both Part 1, Construction Management Services and Part 2, Design Services relevant project information must be listed for both parts. The description should include the following:
 - Project name;
 - Project category, one paragraph description of the type of project, purpose of the project and the firm's scope of work;
 - Size of the project in terms of budget and scope;

- Duration of project (e.g., 6 months) and year of completion;
 - Client agency and other participating agencies;
 - Consultant's fee for the project; and
 - Who, of the staff proposed for this contract, worked on the project and their role.
4. An organizational chart and summary qualifications of the key staff who would be expected to work on the project(s) that may be assigned, their availability, and the location of the office out of which they do most of their work. Key staff members who are proposed to contribute the majority of work hours should be highlighted on the organizational chart. Staff qualifications should include: a one-paragraph description of relevant experience, proposed role, length of work experience and areas of expertise. Availability for project assignments should be expressed in percentage. Resumes may be included as an appendix. If the SOQ is for both Part 1, Construction Management and Part 2, Design Services, the organizational chart and summary qualifications of key staff must address both parts.
 5. Descriptions of the firm or Project Manager's approach to managing projects and personnel, maintaining quality control, highlighting the project understanding, and providing the overall technical approach to providing construction management services, and delivering high quality products. Three (3) references who can attest to key staff's experience in performing work substantially similar to the services covered by this RFQ must be provided. References should include contact information and the name of the project or projects done by the Consultant for that client. Letters of endorsements may be included as an appendix.
 6. A signed California Levine Act statement (*Appendix B*).
 7. IN A SEPARATE SEALED ENVELOPE: A description of the Consultant's hourly rates. Rates shall include all direct and indirect costs. *Appendix E, Resource Rate Schedule*, provides an example of the format for the submittal of the Consultant's hourly rates. Rates indicated shall be firm for the initial two (2) year contract term.

Firms' hourly rates will not be a factor in the evaluation. However, BATA reserves the right to negotiate with or to decline to enter into contracts with a firm(s) whose rates are unreasonable in BATA's sole discretion.
 8. A brief company profile and summary of the firm's qualifications in relation to the project design services outlined in *Appendix A, Preliminary Scope of Work*. The company profile should include: a brief history of the firm, office locations, size of the firm, services offered, areas of expertise that are relevant to the aforementioned scope, staffing expertise and availability to work on the projects that may be assigned should the firm be selected. The summary of the firm's qualifications should address each of the minimum qualifications described above in Minimum Consultant Qualifications.
 9. Descriptions of the firm or Project Manager's approach to managing projects and personnel, maintaining quality control, highlighting the project understanding, and providing the overall technical approach to providing design services, and delivering high quality products. Three (3) references who can attest to key staff's experience in performing work substantially similar to the services covered by this RFQ must be

provided. References should include contact information and the name of the project or projects done by the Consultant for that client. Letters of endorsements may be included as an appendix.

10. Appendix G - Department of Transportation Requirements, submit completed federal-required certifications related to lobbying and debarment (*Appendix G-1, and Appendix G-2*).

IV. QUALIFICATIONS EVALUATION

A. Review for General Responsiveness and Satisfaction of Minimum Qualifications

The Project Manager, in consultation with the BATA Office of General Counsel, will conduct an initial review of the SOQ's to determine if Minimum Qualifications, listed in Section I.B have been met, and are responsive. Any SOQ that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. An SOQ that fails to include one or more items requested in Form of Statement of Qualifications may be considered responsive, if evaluation in every criterion is possible. BATA reserves the right to request additional information from responsive proposers prior to evaluation. Responsive SOQ's will then be evaluated to determine whether they meet the minimum qualifications.

BATA staff will conduct a screening of all SOQ's received to determine whether the minimum qualifications have been met.

B. Evaluation

Responsive SOQs meeting the minimum qualifications in relation to: 1) Part 1; and 2) at least one area of expertise listed in Part 2, will then be evaluated by a panel of staff representatives from BATA and potentially other partner agencies.

The evaluation criteria for the construction management and the design services in relative order of importance is provided below.

Part 1 - Construction Management

- The firm's and key staff's knowledge of, expertise in and experience in providing project management, construction management and project services for small and large scale highway, transit, bridge and/or building construction projects, qualifications of the key staff who will perform the tasks identified in this RFQ, and familiarity of key staff with applicable Caltrans specifications, standards, regulations, policies and procedures and with permitting and regulatory agencies involved in major highway and bridge construction projects;
- The firms' ability to have qualified key staff available on an as-needed basis;
- The firm and Project Manager's method for project management and quality control/quality assurance, project understanding, and technical approach to successfully manage and direct construction management services for small and major construction projects, including bridge construction projects;

- Demonstrated availability and depth, within the firm, of specialized expertise to cover all of the construction management, and associated services; and
- The resources and qualifications of staffing for report writing, graphic presentations, media relations and public information services.

Part 2 - Design Services

- The firm's and key staff's knowledge of, expertise in and experience in providing design services for small and large scale highway, bridge, and building construction projects, and familiarity of key staff with applicable Caltrans specifications, standards, regulations, policies and procedures and with permitting and regulatory agencies involved in major highway and bridge construction projects;
- The qualifications of the key staff who will perform the tasks identified in this RFQ;
- The firms' ability to have qualified key staff available on an as-needed basis;
- The firm and Project Manager's method for project design engineering services for small and major construction projects, including highway, bridge and building capital improvement and rehabilitation projects;
- Demonstrated availability and depth, within the firm, of specialized expertise to cover all of the design, and associated services; including ITS and alternative project (DB, CM@R, etc.) delivery methods; and
- The resources and qualifications of staffing for report writing, graphic presentations, media relations and public information services.

Following the initial evaluation of both the construction management and design services SOQ's, the selection panel may elect to recommend award to two panels of firms or to develop "short lists" of firms to be considered for the selections. Oral interviews may be held with short-listed firms, and references may be contacted for any or all of the short-listed firms. References, including past performance on other projects performed by the firm for the selection panel members, if applicable, may be considered in the panel's evaluation.

Firms' hourly rates will not be a factor in the evaluation. However, BATA reserves the right to negotiate with or to decline to enter into contracts with a firm(s) whose rates are unreasonable in BATA's sole discretion.

SOQ's of those firms wishing to supply both Construction Management and Design Services shall be evaluated separately under the evaluation criteria listed above for Parts 1 and 2.

BATA reserves the right to accept or reject any and all SOQ's submitted, to waive minor irregularities in SOQ's, and to request additional information from the proposers. BATA reserves the right not to convene oral interviews and to make awards on the basis of SOQ's alone. Awards if made will be made to the firms whose SOQ's are the most advantageous to BATA, based on the evaluation criteria listed above.

V. GENERAL CONDITIONS

A. Limitations

This RFQ does not commit BATA to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFQ.

B. Selection for Panel

BATA intends to select for the panel those consultants whose SOQ's are most advantageous to BATA, based on the evaluation criteria outlined above.

C. Binding Offer

A signed SOQ submitted to BATA in response to this RFQ shall constitute a binding offer from Consultant or Consultant teams to contract with BATA according to the terms of the proposal for a period of one hundred twenty (120) days after its date of submission, which shall be the date SOQs are due to BATA.

D. Contract Arrangements

Each contract awarded by BATA will include a specific scope of work based on the areas identified above. BATA reserves the right in its sole discretion to determine which panel consultant's qualifications, experience, available resources, ability to perform according to the required schedule, and hourly rates best suit each project. Selection to be on the panel will not necessarily result in award of any task order work.

The total budget by fiscal year will be established in each annual agency budget. Federal funds may be used for one or more contracts.

A synopsis of BATA's contract provisions is enclosed for your reference as *Appendix C*. If a proposer wishes to propose a change to any standard BATA contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above in the letter of invitation. If no such change is requested, the Consultant will be deemed to accept BATA's standard contract provisions, unless such language is protested in accordance with the procedures in Section IV. General Conditions, Article E, of this RFQ.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix C-1*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix C-1*, Insurance Requirements, within five (5) days of BATA's notice to firm that it has been selected for the pool. Requests to change BATA's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. BATA will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to BATA determinations on requests to change insurance requirements must be brought to BATA's attention no later than the date for protesting RFQ provisions listed below. If such objections are not brought to BATA's attention consistent

with the protest provisions of this RFQ, compliance with all material insurance requirements will be assumed.

All work will be assigned pursuant to BATA initiated task orders. Payment for work performed under task orders may be deliverables-based MTC or MTC SAFE time and materials, as determined by the BATA Project Manager. A sample task order form is attached hereto as part of *Appendix G, Sample Task Order*.

E. Selection Disputes

A proposer may object to a provision of the RFQ on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular consultant on the grounds that BATA procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than one (1) week prior to the date SOQ's are due, for objections to RFQ provisions; or
2. No later than three (3) working days after the date the firm is notified that it did not meet the minimum qualification or was found to be non-responsive; or
3. No later than three (3) working days after the date on which the firm is notified that it was not selected, for objections to consultant selection.

The evaluation record shall remain confidential until the BATA Executive Director authorizes award.

The BATA Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the Proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the BATA Oversight Committee, no later than three (3) working days after receipt of the written response from the Executive Director. The Oversight Committee's decision will be the final agency decision.

F. Public Records

This RFQ and any material submitted by a proposer in response to this RFQ are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the BATA Executive Director has authorized award.

G. Prompt Payment of Subcontractors

Under 49 CFR Part 26, Firms are required promptly to pay subcontractors all amounts to which the subcontractors are entitled for work that has been satisfactorily performed and for which the

firms have received payment, in accordance with the terms of the applicable subcontracts. (See 49 CFR § 26.69.) Accordingly, firms shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the firms by BATA, MTC or MTC SAFE. Any subcontract in excess of \$25,000, entered into as a result of this procurement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

H. Cooperative Use

The Metropolitan Transportation Commission (MTC) and the MTC Service Authority for Freeways and Expressways (SAFE) may utilize this RFQ to obtain on-call Construction Management and Design Services, at the same terms and conditions included in this RFQ and firms SOQ's during the period of time that contracts resulting from this RFQ are in effect.

I. Disadvantaged Business Enterprise (DBE) Requirement

The initial funding for this project consists entirely of local funds. However, federal funding for some of the work under task orders issued by the Metropolitan Transportation Commission (MTC) and the MTC Service Authority for Freeways and Expressways (SAFE), in which case federal third-party contracting requirements shall apply, including the following: Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. Consultant's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

Underutilized Disadvantaged Business Enterprise (UDBE) contract goals will be established for federally-funded task orders issued under the contract entered into as a result of this RFQ. The successful Consultants will be required to document their activities in the solicitation and selection of subconsultants on *Appendices G-3, G-4, and G-5*, the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see Section VI.G of the RFQ and *Appendix G*.

There are no DBE requirements at the present time for SOQ's submitted in response to this RFQ, as the exact scope of work for individual Task Orders have yet to be determined. When the specific scope of work for a individual Task Order is determined, the subcontracting opportunity will also be determined. If the individual Task Order has a subcontracting opportunity, a UDBE goal will be applied.

If a UDBE goal is applied to a Task Order, the selected CONSULTANT must meet the UDBE goal or show a Good Faith Effort (GFE) to meet the goal, and complete the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE Information-Good Faith Efforts forms attached as *Appendices G-3, G-4 and G-5*, respectively, according to the instructions in their entirety. This applies even if a CONSULTANT is a UDBE/DBE. The proposal should follow the Task Order Form format specified in *Appendix H-1*.

Appendices G-3, G-4, and G-5 are Caltrans-required forms. Upon issuance of a Task Order with a UDBE goal the successful Contractor ***must*** complete *Appendices G-3, G-4 and G-5* according to the instructions in their entirety. This applies even if a proposer is a UDBE/DBE.

1. TERMS AS USED IN THIS DOCUMENT:

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
 - Black American
 - Asian-Pacific American
 - Native American
 - Women
- The term “proposer” refers to firms submitting SOQs in response to this RFQ; the term “proposal” means the SOQ.
- The term “Contract.” also means Agreement.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE (Consultant Contract) Commitment” (Exhibit 10-O(1)) form shall be included in the Request

for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer/Bidder-DBE (Consultant Contract)-Information” (Exhibit 10-O(2)) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION – GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer, not submitting as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 3. The proposer, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

- F. The prime contractor shall list only one subcontractor for each portion of work as defined in its proposal and all DBE subcontractors should be listed in the list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on Certified DBE's (UCP) located on the first line in the center of the page
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - “Start Search,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form

- C. How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.H.

APPENDIX A

PART 1 - ON-CALL CONSTRUCTION MANAGEMENT SERVICES PRELIMINARY SCOPE OF WORK

All services shall be performed under this RFQ shall be in conformance with all applicable State standards, regulations, policies and procedures. The successful firms shall continuously make available, throughout the life of the contract, the qualified personnel proposed to perform the services required. Actual work assignments shall be as described in individual task orders that may be issued under the resulting contracts. The on-call construction management services may include but are not limited to the following tasks:

A. Description of Construction Management Services

1. Develop final construction management staffing plan and project management plans for the construction and completion of capital improvement and other projects as determined in accordance with the project schedules.
2. Review all design plans, project implementation and construction contracts, project schedules and Caltrans project management guidelines.
3. Perform and assist in performing the duties of a Construction Inspector including civil, electrical, landscape, structural, and utility construction engineering. This work includes, but is not limited to, performing quantity calculations, checking grade and alignment, materials sampling and control, coordinating scheduling, reviewing certified payroll, conducting labor compliance interviews, and any other task, i.e. LEED commissioning necessary to document and ensure compliance with project plans and specifications. Also, work includes measuring and verifying progress of work for payment purposes.
4. Perform office engineering including, but not limited to: developing and processing Contract Change Orders, reviewing shop drawings, calculating pay quantities, and preparing engineering and As-built drawings, preparing calculations, records, reports and correspondence related to project activities, deploying project controls activities, including identifying actual and potential problems associated with the construction project and recommend solutions.
5. Provide contract administration and support services, including preparing correspondence, processing progress pay estimates and extra work billings, reviewing billings, and developing and maintaining complete and accurate project files.
6. Provide construction engineering support to analyze project schedules for contract compliance purposes. In addition, the Consultant shall provide analysis of time impacts to the project schedule and provide recommendations.
7. Review and recommend and provide contract dispute expertise for project protests, Notice of Potential Claims, and Contract Claims. This work includes, but is not limited to, claims resolution principles, claims avoidance techniques, timeline awareness, risk analysis, and claim report writing.

8. Provide materials sampling and testing for construction projects. Perform and assist in performing materials and/or product manufacturing inspection in the field or at the manufacturer's plant location. This work includes, but is not limited to, verifying the materials and/or products conform to the plans, specifications, material tests, and quality control.
9. Conduct constructability reviews on draft construction plans and specifications and prepare an evaluation report of findings per applicable standards. The reviews shall identify contract plans and specification errors, omissions, and inconsistencies and assure overall Plan, Specification, & Estimate (PS&E) constructability, operability, and maintainability.
10. Provide support services for geotechnical and related work for specific locations as requested. This work includes, but is not limited to, performing field investigations, evaluating and making recommendations for conditions encountered during construction, preparing foundation reports, soils reports, and log of test borings.
11. Conduct storm water monitoring to comply with Court Orders, fulfilling all permit obligations, and other activities as deemed appropriate. Prepare and/or ensure preparation of reports for BATA, Caltrans, Regional Water Quality Control Board(s) (RWQCB), and other agencies as appropriate.
12. Provide surveying and construction staking, for specific locations as requested. The Consultant shall perform surveying services using the latest technological equipment, including Global Positioning System (GPS) equipment. The information shall be submitted in digital formats as requested.
13. In Conjunction with Caltrans, prepare traffic control plans for work within the Caltrans right-of-way.
14. Provide BATA with electronic copies of all plans, designs, reports, permits and agreements, and contracts prepared under this scope of work.

B. Other Related Project Management Services

1. Provide public information services, including, but not limited to, preparing presentation and report materials, conducting public meetings, preparing materials and providing contacts for the media, preparing public notices and materials (e.g. brochures, etc.), preparing video simulations, maps, power point presentations, and graphics.
2. Provide technical and report writing services, including, but not limited to, conducting research, completing studies in specific areas, and developing workplans.

C. Personnel

The types of personnel that the Consultant shall be required to have available to provide the services requested include, but are not limited to:

1. Project Managers — The Consultant's Project Manager shall coordinate all matters with the BATA Project Manager. In addition to other specified responsibilities, the Project Manager shall be licensed as a Registered Civil Engineer in the State of California, with Public Agency construction and contract administration experience in the State of California. The Project Manager is responsible for all matters related to the Consultant personnel and operations.
2. Design Engineers – The Consultant shall provide design engineering staff with experience in bridge, highway and facility design.
3. Resident Engineers (RE) — The RE shall be licensed as a Registered Civil Engineer in the State of California and shall perform all functions and responsibilities of a Construction Resident Engineer in administering the contracts they have been assigned.
4. Assistant Resident Engineers (ARE) — ARE shall demonstrate construction contract administration experience and be capable of assisting the Resident Engineer in all aspects of required field and office construction engineering work.
5. Field Inspectors — The Consultant shall provide field construction inspectors, which have construction engineering experience on highway and major Public Works projects, structural inspectors, which have experience in structural construction inspection, and utility inspectors, which have demonstrated experience inspecting above or below ground utilities.
6. Field Office Engineers/Draftspersons — Construction Office Engineers and Draftspersons shall demonstrate construction administration and engineering related experience and be capable of assisting the Resident Engineer in all aspects of required office construction engineering duties.
7. Contract Claims Engineers - Contract Claims Engineers shall demonstrate construction contracts experience.
8. Construction Materials Testers — Materials Testers shall possess proper certification, as required and shall be capable of assisting the Resident Engineer in all aspects of material testing work.
9. Production Staffing – Production Staff includes, but is not limited to, public information officers, graphic designers, and report writers.

D. Equipment

The types of equipment that BATA shall require the Consultant to have available to provide the services requested include, but are not limited to:

1. Office Equipment and Supplies (Consultant's Office) - The Consultant shall have adequate office equipment and supplies to complete the required work. Such

2. Field Office, Equipment, and Supplies - The Consultant shall provide adequate field office, equipment and supplies to complete the required field engineering work. The office, equipment and supplies for field construction personnel could include, but is not limited to, field office facilities, vehicles suitable for the work to be performed, communications, field office equipment, and supplies, access to all testing and laboratory facilities and equipment.

APPENDIX A
PART 2 - ON-CALL DESIGN SERVICES
PRELIMINARY SCOPE OF WORK

All services shall be performed under this RFQ shall be in conformance with all applicable State standards, regulations, policies and procedures. The successful firms shall demonstrate competency in one or more of the specific areas of design listed below, as required by this project and continuously make available, throughout the life of the contract, the qualified personnel proposed to perform the services required. Actual work assignments shall be as described in individual task orders that may be issued under the resulting contracts.

Specific areas of expertise BATA seeks include but are not limited to:

- Electrical,
- Information Technology (IT),
- Traffic,
- Geotechnical,
- Landscape design
- Facility design
- General design.

The on-call project design services that may be required, include but are not limited to the following tasks:

A. Description of Project Design Services

1. Preliminary Engineering and Planning Services: Prepare project reports, including, but not limited to, alternatives analyses, environmental analyses, traffic and accident analyses, permit requirements, identification of non-standard design features, identification right of way impacts, and hazardous material analyses, for future engineering projects.
2. Assist BATA and Caltrans with draft agreements, contracts and permits.
3. Design Services: Prepare all phases of project Plans, Specifications and Estimates (PS&E), including, but not limited to:
 - Geometric Designs,
 - Geotechnical reports,
 - Storm water reports,
 - Constructability Review,
 - Traffic Design and Analysis,
 - Traffic Electrical Design,
 - Final Agreements and Permits,
 - Right of Way Engineering,
 - Project and construction schedules,
 - Construction cost estimate,
 - QA/QC documentation,
 - Draft and final General and Special Provisions in Caltrans format,

- Field surveys,
 - Mapping,
 - Structural Analysis and Seismic Retrofit Design,
 - Building Design and Improvements (upgrades), and
 - LEED
4. Provide design support services during project construction, including, but not limited to:
 - Providing bidding support services, including conducting pre-bid meetings, site visits and review and responses to bidder inquiries,
 - Clarifying and preparing contract documents and bid addenda,
 - Preparing conformed drawings, as necessary, and
 - Providing assistance to BATA and Caltrans staff, including attending construction meetings and site visits, reviewing of project submittals.
 5. Develop regular and specialized analyses and reports as required.
 6. Conduct and attend regular project status meetings and prepare and conduct public meetings and presentations.
 7. Provide BATA with electronic copies of all plans, designs, reports, permits, agreements, and contracts prepared under this scope of work.

B. Other Related Project Management Design Services

1. Provide public information services, including, but not limited to, preparing presentation and report materials, conducting public meetings, preparing materials and providing contacts for the media, preparing public notices and materials (e.g. brochures, etc.), preparing video simulations, maps, power point presentations, and graphics.
2. Provide technical and report writing services, including, but not limited, conducting research, completing studies in specific areas, and developing workplans.

C. Personnel

The types of personnel that the Consultant shall be required to have available to provide the services requested include, but are not limited to:

1. Project Managers — The Consultant's Project Manager shall coordinate all matters with the BATA Project Manager. In addition to other specified responsibilities, the Project Manager shall be licensed as a Registered Civil Engineer, with Public Agency construction and contract administration experience, in the State of California. The Project Manager is responsible for all matters related to the Consultant personnel and operations.
2. Project Design Engineers – The Consultant shall provide design engineering staff with experience in bridge, highway and facility design.

3. Assistant Engineers (AEs) & Technicians — The Consultant staff shall be experienced in the use of the latest versions of AutoCAD, CADD Based Software Microstation and CaiCE.
4. System Engineers — The System Engineer shall have a Bachelor's degree from an accredited university in electrical or systems engineering or relevant experience in projects related to systems and communications engineering design.
5. Production Staffing – Production Staff includes, but is not limited to, public information officers, graphic designers, and report writers.

D. Equipment

The types of equipment that BATA shall require the Consultant to have available to provide the services requested include, but are not limited to:

1. Office Equipment and Supplies (Consultant's Office) - The Consultant shall have adequate office equipment and supplies to complete the required work. Such equipment and supplies shall include, but are not be limited to, computers, printers, plotters, and calculators.
2. Field Office, Equipment, and Supplies - The Consultant shall provide adequate field office, equipment and supplies to complete the required field engineering work. The office, equipment and supplies for field construction personnel could include, but is not limited to, field office facilities, vehicles suitable for the work to be performed, communications, field office equipment, and supplies, access to all testing and laboratory facilities and equipment.

APPENDIX B**CALIFORNIA LEVINE ACT STATEMENT**

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Chris Daly
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Rein Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude BATA from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX C

SYNOPSIS OF PROVISIONS IN BATA'S STANDARD CONSULTANT AGREEMENT

The selected consultant will be required to sign BATA's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFQ. In order to provide bidders with an understanding of some of BATA's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.

Termination: BATA may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, BATA will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, BATA will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, BATA may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to BATA, less the costs to BATA of rebidding.

Insurance Requirement: See *Appendix C-1*.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of BATA. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold BATA harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against BATA arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by BATA: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("BATA Data") made available to the Consultant by BATA for use by the Consultant in the performance of its services under this Agreement shall remain the property of BATA and shall be returned to BATA at the completion or termination of this Agreement. No license to such BATA Data, outside of the Preliminary Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such BATA Data. Any updates, revisions, additions or enhancements to such BATA Data made by the Consultant in the context of the Project shall be the property of BATA.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to BATA as a deliverable shall be the property of BATA. Consultant will be required to assign all rights in copyright to such Work Product to BATA.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of BATA.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of BATA. BATA is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to BATA for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of BATA can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

APPENDIX C-1**INSURANCE REQUIREMENTS**

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (✓)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of BATA's notice to firm that it has been selected for the pool.
—	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of BATA. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
—	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnatee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.</p> <p>BATA, FHWA, Caltrans, and their directors, commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.</p>
—	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
—	<u>Umbrella Insurance</u> in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.

<p>_____</p>	<p><u>Errors and Omissions Professional Liability Insurance</u> (if applicable) in an amount no less than \$2,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.</p>
<p>_____</p>	<p><u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of BATA (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of BATA. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.</p>
<p>Deductibles: Any deductibles or self-insurance retentions over \$100,000 are subject to the approval of BATA.</p> <p>Notice of Termination: All Contractor policies shall provide that the insurance carrier shall give written notice to BATA at least 60 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to BATA and any other additional insured.</p> <p>Additional Provisions: Each policy or policies of insurance described in Commercial General Liability Insurance, above shall contain the following provisions: Inclusion of BATA, FHWA, its directors, Commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement. Endorsement providing that such insurance is primary insurance and no insurance of BATA will be called on to contribute to a loss.</p> <p>Certificates of Insurance: Promptly on execution of this Agreement and prior to commencement of any work hereunder, Contractor shall deliver to BATA Certificates of Insurance verifying the aforementioned coverage's. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. Contractor agrees, upon written request by BATA, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.</p> <p>Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant hereto, including, but not limited to, liability assumed pursuant to Indemnification, listed in <i>Appendix C</i>.</p> <p>Subcontractor's Insurance: Contractor shall require each of its subcontractors to provide the</p>	

aforementioned coverages, unless such coverages are waived or reduced in writing by the BATA Project Manager.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of BATA's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to BATA's attention no later than the date for protesting RFQ provisions. If such objections are not brought to BATA's attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.

APPENDIX D
REQUESTS FOR EXCEPTIONS OR MODIFICATIONS

RFQ Section	<u>Relevant Provision</u>	<i>Requested Action</i>
	1.	
	2.	
	3.	
	4.	
	5.	
	6.	
	7.	
	8.	
	9.	
	10.	

APPENDIX E

RESOURCE RATE SCHEDULE

Proposer shall provide position types as listed in *AppendixA*, as applicable, and any additional position types, as necessary. This form shall be submitted in a separate sealed envelope.

The rates below shall remain firm for the full term of the resulting contract.

[illegible]

APPENDIX F TASK ORDER PROCESS

Task Orders will be numbered sequentially and by Fiscal Year (FY). For example, the first Task Order signed by the parties will be Task Order #1/11. Amendments will be numbered #1/11-1, 1/11-2, etc. The period of performance shall be as set forth in the individual Task Order.

The process for developing, signing and tracking task orders is summarized as follows, (The same process will be used for task orders issued by MTC or MTC SAFE. However depending on the value of the task order, approval by the Executive Director or an Authority Committee may be necessary):

Step 1 – The BATA Project Manager (PM), or designee, prepares a draft Task Order, and determines the UDBE goal to issue to CONSULTANT. The PM may solicit feedback from CONSULTANT to facilitate drafting the Task Order.

Step 2* – CONSULTANT prepares a proposal in response to the draft Task Order. If the Task Order is issued with a UDBE goal the CONSULTANT must complete the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE Information-Good Faith Efforts forms attached as *Appendices G-3, G-4 and G-5*, respectively, according to the instructions in their entirety. This applies even if a CONSULTANT is a UDBE/DBE. The proposal should follow the Task Order Form format specified herein Appendix F-1.

Step 3* – The BATA PM reviews CONSULTANT's proposal to determine if it meets the objectives of the draft Task Order, if CONSULTANT's proposed costs are reasonable, and if the UDBE requirements have been met. The BATA PM may solicit early feedback from the Director of Bridge Operations and Oversight at this time, if necessary. Any changes to the draft Task Order deemed appropriate by BATA shall be incorporated in a draft Final Task Order.

Step 4* – The BATA PM forwards the draft Final Task Order to the BATA Contract Administrator for review and approval.

Step 5* – Once approved, the BATA PM forwards two copies of the Task Order to the Director of Bridge Operations and Oversight for review and approval.

Step 6* – The Director of Bridge Operations and Oversight signs both copies of a Final Task Order to signify approval and returns them to the BATA PM.

Step 7 – The BATA PM sends both copies of the signed Final Task Order to CONSULTANT, who signs both copies and returns one to the BATA PM.

Step 8 – The BATA PM sends one copy of the fully executed Task Order to the BATA Task Lead who initiates work, and sends another copy to BATA Accounting to encumber funds against the Task Order. The BATA PM keeps the original fully-executed Task Order for the official project record.

Step 9 – The BATA PM is responsible for overseeing the successful conclusion of the Task Order, and will manage the progress of the work, track invoices against the Task Order budget, and track milestone completion against the Task Order schedule.

Step 10 – Once the BATA PM determines the Task Order is complete, the BATA PM will send written notification to CONSULTANT that the Task Order is complete and that all associated invoices are due to BATA within 30 days. Any balance of budget is made available to spend on future task orders at the BATA PM's discretion.

Step 11 – The BATA PM will annually assess the need for a Contract audit.

**The BATA Project Manager may revise the Task Order and/or CONSULTANT may be asked to revise the proposal based on feedback received during Steps 2 through 6.*

APPENDIX F-1
Sample Task Order

1. Task Order No. (include FY)	Example: 1-11; 2-11
2. Title of Task:	
3. BATA Task Lead (if different from BATA Project Manager):	
4. Description of work:	<i>Summarize key task expectations. For more information, see attached Task Order Budget and Schedule and Detailed Description of Work (attached).</i>
5. Original Maximum Payment:	
6. Amended Maximum Payment:	Include each amendment to maximum payment, by amendment number, for particular fiscal year.
7. Completion Date:	Date Schedule attached.
8. Payment terms:	<input type="checkbox"/> Time and Materials <input type="checkbox"/> Deliverables
9. DBE Participation, if any (firm name and \$ amount):	
10. DBE Participation to date this fiscal year: (\$ amount and % of Agreement maximum payment):	

7. Payment Terms
A. Time and Materials.

	Personnel/Expense	Purpose	Rate	Hours	Total Cost
1.					
2.					
3.					
Total:					

B. Deliverables-based.

	Deliverable	Total Cost*
1.		\$1
2.		\$1
3.		\$1
4.		\$1
Total:		\$4.00

*Due upon satisfactory completion as determined by the BATA Project Manager.

BAY AREA TOLL AUTHORITY

COMPANY NAME

Director of Bridge Operations and Oversight
Date:

Signator Name, Title
Date

Pathname

Task Order Schedule

<u>Activity/Deliverable</u>	<u>Lead</u>	<u>Due Date</u>

Detailed Description of Work**Task Order #: Title**

1. Description of subtask 1.
Deliverable – deliverable name
2. Description of subtask 2.
Deliverable – deliverable name
3. Description of subtask 3.
Deliverable – deliverable name
4. Etc.

Appendix G, DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. Equal Employment Opportunity. Consultant shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Consultant non-compliance, MTC may cancel, terminate or suspend the Agreement in whole or in part. Consultant may also be declared ineligible for further contracts with MTC.

Consultant and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant and its subcontractors shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth these provisions.

2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.

- A. This Agreement is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has an under-utilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by using UDBEs as subcontractor or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subcontractor if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
 1. Black American
 2. Asian-Pacific American
 3. Native American
 4. Women
- C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the **performance** of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

2.1 Prompt Payment of Funds Withheld to Subcontractors

MTC shall hold retainage from the prime Consultant and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime Consultant based on these acceptances. The prime Consultant, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Consultants and subcontractors.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

2.2 DBE Records

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Contract Manager.
 - 1) Prior to the fifteenth of each month, the Consultant shall submit documentation to the MTC's Project Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the

Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.

2) The Consultant shall also submit to the MTC's Project Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Consultant by the Agency's Contract Manager.

2.3 DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Consultant in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

2.4 Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

2.5 Performance of DBE Consultants and Other DBE Subcontractors/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
 - B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
 - C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.
3. Title VI of Civil Rights Act of 1964. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
 4. Debarment. In contracts over \$25,000, Consultant is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$25,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)
 5. Audit and Inspection of Records. Consultant shall permit the authorized representatives of DOT, the State of California, Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA, and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from which this Agreement is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.
 6. Subcontractors
 - A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the MTC and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the MTC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of

persons directly employed by the Consultant. The Consultant's obligation to pay its subcontractors is an independent obligation from the MTC's obligation to make payments to the Consultant.

- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
 - C. Consultant shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Consultant by the MTC.
 - D. Any substitution of subcontractors must be approved in writing by the MTC's Project Manager in advance of assigning work to a substitute subcontractor.
7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal funds are imposed on Consultant, including compliance with 49 CFR Part 18, FTA Circular 4220.1F and the current FTA Master Agreement, a copy of which is available through MTC. In addition Consultant agrees to comply with the cost principles included in 48 CFR Chapter 1, Part 31.
 8. Identification of Documents. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

The preparation of this report has been financed in part by grants from the Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.
 9. Rights in Data. The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which MTC or Consultant purchases ownership under this Agreement.
 10. State Energy Conservation Plan. Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).
 11. Clean Air and Water Pollution Act. Consultant agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
 12. Restrictions on Lobbying. In agreements over \$100,000, Consultant is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)

**APPENDIX G-1, CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

(Third Party Contracts and Subcontracts over \$25,000)

Instructions for Certification:

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date

(Signature of authorized official)

(Type/print name and title)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Executed this _____ day of _____, 2010.

By _____ (signature of authorized official)

(title of authorized official)

Distribution: (1) Copy – If this Proposer is successful fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.
(2) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER- UDBE COMMITMENT
(CONSULTANT CONTRACTS) (Revised 03/09)
ALL PROPOSERS:**

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Consultant. Notify the Consultant in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant and subconsultant certification numbers. Prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the consultant proposing. Also list a phone number in the space provided and print the name of the person to contact.

For the Success Proposer only, local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS) (Revised 03/09)**

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant's and subconsultants' certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

APPENDIX G-5, UDBE Information—Good Faith Efforts

Federal-aid Project No. _____ Bid Opening Date _____

MTC established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of ____ for this Task Order. The information provided herein shows that a good faith effort was made.

Bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally

performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

Name of Proposing Company	
Signature of Authorizing Official	
Date	

REQUEST FOR QUALIFICATIONS APPROVAL SHEET

AGENCY:	BATA		
PROJECT TITLE:	RFQ - On-Call Construction Management and Design Services		
FISCAL YEAR(S):	10/11	WORK ITEM #:	1251
BUDGET AMOUNT:	\$17,628,000 8905-\$3,603,000 8903-\$4,288,000 8904-\$7,198,000 8907-\$3,079,000	FUNDING SOURCE(S):	Toll Bridge Rehab. Program Funds.
ADDENDUM NO.:			

J:\CONTRACT\Procurements\Engineer&Architect\BATA\CM&DS 2010\RFQ Construction MGMT Design v4.doc

REVIEW LIST

Project Manager:	_____	Date: _____
	Stephen Baker	
Section Director:	_____	Date: _____
	Rod McMillan	
Budget Review:	_____	Date: _____
	Sonia Elsonbaty	
Contract Administration	_____	Date: _____
	Denise Rodrigues ¹	
Office of the General Counsel:	_____	Date: _____
	Melanie J. Morgan/Cynthia Segal	
Deputy Executive Director:	_____	Date: _____
	Andrew Fremier ²	
Deputy Executive Director:	_____	Date: _____
	Ann Flemer ³	

Return to Contract Administration

¹ Includes DBE review for all federally-funded contracts.

² Reviews all procurements from Bridge Oversight & Operations and other BATA-funded contracts

³ Reviews all procurements from all sections.